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(3) The testimony of Thomas H. Baumgardner and his wife that the complainant and her family were contented in their home in August, 1923, and that Davidge came there to take her away has some probative value in substantiating their son's testimony, because the permanent situation of a family is generally not changed unless there is some inducement for it. (4) It was further testified that Davidge told Bernard R. Baumgardner and his mother on June 20, 1929, the day the will was made, that he had taken care of the complainant. (5) The only benefit, financial or otherwise, which the new abode had over their existing home was the prospect of some day receiving the step-father's estate. Davidge was then under 50 years of age, and in spite of his intemperance might live for a number of years. By promising to give his step-daughter substantially all his estate, he obtained the service of a young woman who was industrious, competent and faithful. It is inconceivable that the complainant and her husband would leave a satisfactory home, where there was happiness and contentment, and where they did not have either rent or board to pay, in order to make a home for an inveterate gambler and drinker, and, according to one witness, a dope fiend, all the rest of his life, where her duties would be arduous and often unpleasant, and where it would be necessary to pay rent of \$20 per month, if there were not an attractive prospect of remuneration. Our conclusion, therefore, is that the evidence is sufficiently clear and convincing to prove the contract alleged.

Moreover, the period of service and all the obli-